

**AGREEMENT TO SUPPLY UTILITY SERVICES
TO CERTIFIED CLIENTS OF THE DHCD
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

Agreement for the furnishing of utility services pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this: _____ day of _____, 20____, by and between _____ (_____ hereafter Agency), and _____ (Vendor, hereafter).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, with reference to each of its customers certified by Agency as being eligible under the Program (Certified Customer, hereafter).

- invoice the Certified Customer in accordance with Vendor's established billing practice;
- charge the Certified Customer after application of payments received for the Certified Customer's account from Agency not more than the outstanding balance;
- not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
- supply uninterrupted utility services to the Certified Customer regardless of the balance owed the Vendor by the Certified Customer in the event a Certified Customer enters into a reasonable payment plan agreement with Vendor concerning outstanding balance and the Certified Customer is meeting his/her obligations under the agreement. Supply of utility service is subject to all applicable orders and regulations of the Massachusetts Department of Telecommunications and Energy (MDTE).
- not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. Vendor will, provide Agency with a statement of Certified Customer's outstanding balance as of November 1st of the program year within 30 days of Agency's request for such information.

3. Vendor will submit a bill or invoice by the 15th of the month for utility services furnished to each Certified Customer showing the name and address of the Certified Customer, the amount of utility service furnished and Vendors' charge for the preceding month's billing. Vendor will submit final billing by July 15th of the program year.

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4. Agency will mail payment of the invoice to Vendor within thirty days of receipt of each invoice unless Agency has not received sufficient funds from DHCD/DCS to make the payment, in which event payment will be mailed when Agency received sufficient funds from DHCD/DCS to make the payment.

5. Vendor agrees that should Vendor send final notice of termination of utility services to a Certified Customer (or should Vendor have terminated utility services to a Certified Customer), Vendor will not terminate utility services or will immediately restore utility services upon receiving from Agency a commitment that Agency will pay one-half the Certified Customer's overdue balance owed Vendor. Vendor's obligation hereunder is subject to any overriding policy of the Department of Telecommunications and Energy.

6. Agency and Vendor agree to abide by all established procedures as set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and subsequent relevant guidance and the provisions of the contract between DHCD/DCS and the Agency for the season.

7. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.

8. If requested by Agency, Vendor will provide at no cost to the Agency, a record of annual energy consumption and cost for Certified Customers, within a timeframe specified by the Agency.

9. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, and Subcontractors.

10. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records pertaining to the Vendor's accounts with Certified Customers, for the purpose of monitoring the Vendor's compliance with Program requirements and with the Agreement.

11. The Agency will terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

12. All amendments to this Agreement shall be in writing and signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY: _____
Signature

VENDOR: _____
Signature

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

AGREEMENT FOR DELIVERY OF KEROSENE
TO CERTIFIED CLIENTS OF THE DHCD
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

Agreement for the delivery of kerosene pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this: ____ day of: ____, 20____, by and between: _____ (Agency, hereafter) and _____ (Vendor, hereafter).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer, hereafter) is authorized by Agency:

- charge the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency at the posted price per gallon charged to non-eligible similarly situated customers, including those discounts for Certified Customers who are members of an established co-operative;
- apply payments received against current deliveries only, and not to bills incurred prior to November 1st of the program year;
- bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;
- not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
- make current deliveries to Certified Customers regardless of debt arrearage status, or will hold harmless the Agency for arranging kerosene delivery by another kerosene vendor.
- not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, an annual kerosene cost and consumption record for each Certified Customer, within a time frame as specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice, and accordingly secure the Certified Customer's signature on the metered delivery ticket. If the customer is not available, the Vendor agrees that a Vendor representative will sign/initial the ticket. With each delivery, Vendor will provide a copy of the metered delivery ticket to the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency, will be required on Saturdays, Sundays, or Holidays. Except in the case of emergency the Agency agrees to give the Vendor twenty-four (24) hours advance notice of requested delivery. Minimum delivery authorized shall be 100 gallons unless otherwise

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agreed on by Vendor and Agency and Subject to the Certified Customer's maximum benefit level.

4. The Vendor will submit a metered delivery slip (or legible copy) showing Certified Customer's name and address, date of delivery, number of gallons delivered, Vendor's posted price on date of delivery, total delivery cost, and signed by the Certified Customer or authorized Vendor representative in accordance with industry practice, or will submit a computerized invoice showing Certified Customer name and address, date of delivery, number of gallons delivered, posted price on that day, and total cost of the delivery, by the 15th of the month for the preceding month's billing . Within thirty days of date on which the invoice is received by the Agency, the Agency will mail payment to the Vendor unless the agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. Agency and Vendor agree to abide by all established procedures as set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and subsequent relevant guidance and the provisions of the contract between DHCD/DCS and the Agency for the season, which documents are available at the Agency.

6. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.

7. The Vendor agrees to deliver kerosene to certified customer as authorized by the agency and to deliver kerosene within a reasonable period from the time of delivery authorization.

8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or Sub-contractors.

9. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Vendor Monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel-assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

11. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY:_____

Signature

NAME:_____

TITLE:_____

DATE:_____

VENDOR:_____

Signature

NAME:_____

TITLE:_____

DATE:_____

**MARGIN-OVER-RACK AGREEMENT FOR DELIVERY OF HOME HEATING OIL TO CERTIFIED
CLIENTS OF THE DHCD
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

Agreement for the delivery of #2 residential heating oil pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 20_____, by and between _____ (Agency, hereafter) and _____ (Vendor, hereafter).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer, hereafter) is authorized by Agency:

- submit a bill to the Agency at the posted price per gallon charged to non-certified similarly situated customers, including those discounts for Certified Customers who are members of an established co-operative;
- apply payments received against current deliveries only, and not bills incurred prior to November 1st of the program year;
- until the Certified Customer's benefits under the Program are exhausted or until April 30 of the contract year, whichever occurs earlier, bill the Certified Customer directly only for total accounts receivable covering bills incurred prior to November 1 and/or other non-heating oil expenses not eligible for payment under the Program. The Certified Customer will not be billed in any amount for gallons of oil delivered under the Program and paid for by the Agency pursuant to this Agreement.
- not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
- make current deliveries to Certified Customers regardless of debt arrearage status, or will hold harmless the Agency for arranging oil delivery by another oil vendor.
- not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, an annual oil cost and consumption record for each Certified Customer, within a time frame specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice and within a delivery schedule negotiated with the Certified Customer, and accordingly secure the Certified Customer's signature on the metered delivery ticket. If the customer is not available representative will sign/initial the ticket. With each delivery, Vendor will provide a copy of the metered delivery ticket to the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency, will be required on Saturdays, Sundays, or Holidays. Except in the case of emergency the Agency agrees to give the Vendor

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twenty-four (24) hours advance notice of requested delivery. Minimum delivery authorized shall be 100 gallons unless otherwise agreed on by Vendor and Agency and subject to the Certified Customer's maximum benefit level.

4. The Vendor will submit a metered delivery slip (or legible copy) by the 15th of the month for the preceding month's billing showing Certified Customer's name and address, date of delivery, number of gallons delivered, Vendor's posted price with adjustments for oil co-op, established discount and/or pre-paid discount prices on date of delivery, total delivery cost, and signed by the Certified Customer or authorized Vendor representative in accordance with industry practice, or will submit a computerized invoice showing Certified Customer name and address, date of delivery, number of gallons delivered, posted price on that day with adjustments for oil co-op, established discount and/or pre-paid discount prices, and total cost of the delivery. Within thirty days of the date on which the invoice is received by the Agency, the Agency will mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. For each and every gallon of oil delivered to a Certified Customer under the Program, the Agency will reimburse the Vendor the amount which equals the lesser of the Vendor's posted price on the date of delivery with adjustments for oil co-op, established discount and/or pre-paid discount prices or the price calculated by adding a margin of twenty-eight and one-half (28.5) cents to a weekly average rack price based on "Oil Price Information Service (OPIS) Rack Fax" for _____ as calculated by DHCD.

Balance billing of the differential between retail gallons delivered and gallons paid for by the Agency is not allowed.

6. The Agency and Vendor agree that in the event of unusual oil market volatility resulting in significant changes in the wholesale pricing of #2 home heating oil, DHCD/DCS may, at its discretion, suspend temporarily or otherwise the pricing method set forth in paragraph 5 above, in order to provide emergency relief to participating vendors. Such suspension may include, without limitation, an adjustment or change in the method of calculating the rack price to which the margin is added. The Agency will notify the Vendor concerning any such suspension following written notification to the Agency from DHCD/DCS.

7. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility

8. Except in the case of an emergency, the Vendor agrees to deliver #2 heating oil to Certified Customers as authorized by the Agency within a delivery schedule negotiated with the Certified Customer.

9. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or Sub-contractors.

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10. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Vendor Monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel-assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

11. The Agency may terminate this Agreement in writing and cease immediately making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

12. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY: _____

Signature

NAME: _____

TITLE: _____

DATE: _____

VENDOR: _____

Signature

NAME: _____

TITLE: _____

DATE: _____

**AGREEMENT FOR DELIVERY OF L.P. GAS
TO CERTIFIED CLIENTS OF THE DHCD/DCS
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

Agreement for the delivery of L.P. gas pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this: ____ day of ____, 20__, by and between _____ (Agency, hereafter) and _____ (Vendor, hereafter).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer, hereafter) is authorized by the Agency:

- invoice the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency at the posted unit price charged to non-certified similarly situated customers of the Vendor
- bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;
- not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
- make current deliveries to Certified Customers regardless of debt arrearage status, subject to payment agreement between the Vendor and the Certified Customer on prior arrearages;
- not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, a record of annual gas consumption and cost for each Certified Customer, within a time frame specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice and within a delivery schedule negotiated with the certified Customer, and accordingly secure the Certified Customer's signature on the metered delivery ticket. If the customer is not available, the Vendor agrees that the truck driver or other Vendor representative will sign/initial the ticket. No deliveries, except those agreed to by the Vendor and the Agency will be required on Saturdays, Sundays or holidays. Except in the case of emergency, the Agency agrees to give the Vendor twenty-four (24) hours advance notice of requested delivery. The Vendor agrees to provide the Certified Customer with a metered delivery slip at the time of delivery.

4. The Vendor will submit a metered delivery slip (or legible copy) or computerized invoice for delivery of gas showing Certified Customer name and address, date of delivery, the number of gallons delivered, Vendor's posted price on date of delivery, the total cost of the delivery, and signed by Certified Customer or authorized Vendor representative in accordance with industry practice, to the Agency by the 15th of the month for the preceding month's billing. If

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canisters are utilized, a bill or invoice will suffice. Within 30 days of the date on which the invoice is received by the Agency, the Agency will mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. The Agency and the Vendor agree to abide by all established procedures as set forth in DHCD/DCS's "Administrative Guidance for Program Operators" and subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season, all of which documents are available at the Agency.

6. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility

7. The Vendor agrees to deliver gas to Certified Customers as authorized by the agency and to deliver gas within a reasonable period from the time of delivery authorization.

8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or Sub-contractors.

9. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verification compliance with this Agreement. Vendor Monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel-assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

11. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY: _____
Signature

VENDOR: _____
Signature

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**AGREEMENT FOR DELIVERY OF FIREWOOD
TO CERTIFIED CLIENTS OF THE DHCD/DCS
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

Agreement for the delivery of firewood pursuant to the Massachusetts Department of Housing and Community Development/ Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 20____, by and between _____ (Agency, hereafter) and _____ Vendor, hereafter). In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer, hereafter) is authorized by the Agency:

- charge the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency at the cubic-foot price charged to non-certified similarly situated customers;
- deliver wood that has been cut and aged for a minimum of one year, with the understanding that wood cut and aged under one year may be delivered if agreed to in writing by the Certified Customer and Vendor;
- apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the program year;
- bill the customer no more than the total accounts receivable less payments received from the Agency;
- not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
- make current deliveries to Certified Customers regardless of debt arrearage status or will hold harmless the Agency for arranging wood deliveries by another vendor.
- not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, a record of annual wood consumption and cost for each Certified Customer, within a time frame specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice, and accordingly secure the Certified Customer's signature on the delivery ticket. If the customer is not available, vendor agrees that a vendor representative will sign/initial the ticket. No deliveries except those agreed to by the Vendor and the Agency will be required on Saturdays, Sundays or holidays except in the case of an emergency.

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4. Vendor will submit bill for delivery of wood showing Certified Customer name and address, date of delivery, number of cubic feet of wood delivered, age of wood, cut/split condition, Vendor's posted price on date of delivery, total cost of delivery, signed by the Certified Customer and authorized Vendor representative, to the Agency by the 15th of the month for the preceding month's billing. Within thirty days of date on which the bill is received by the Agency, the Agency will mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. The Agency and the Vendor agree to abide by all established procedures as set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season, all of which documents are available at the Agency.

6. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.

7. The Vendor agrees to deliver firewood to Certified Customers as authorized by the agency and except in emergency circumstances requiring immediate delivery to deliver wood within a reasonable period from the time of delivery authorization.

8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or Sub-contractors.

9. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verification compliance with this Agreement. Vendor Monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel-assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

11. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY: _____
Signature

VENDOR: _____
Signature

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**AGREEMENT FOR DELIVERY OF COAL
TO CERTIFIED CLIENTS OF THE DHCD/DCS
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

Agreement for the delivery of coal pursuant to the Massachusetts Department of Housing and Community Development/ Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 20____, by and between _____(Agency, hereafter) and

_____(Vendor, hereafter)

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer, hereafter) is authorized by the Agency:

- charge the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency at the tonnage price charged to non-eligible similarly situated customers;
- apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the program year;
- bill the customer no more than the total accounts receivable less payments received from the Agency;
- not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
- make current deliveries to Certified Customers regardless of debt arrearage status or will hold harmless the Agency for arranging coal deliveries by another vendor.
- not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, a record of annual coal consumption and cost for each Certified Customer, within a timeframe specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice, and accordingly secure the Certified Customer's signature on the delivery ticket. If the customer is not available, the Vendor agrees that a Vendor representative will sign/initial the ticket. With each delivery vendor will leave a copy of the delivery ticket with the certified customer. No deliveries, except those agreed to by the Vendor and the Agency will be required on Saturdays, Sundays or holidays. Except in the case of emergency, the Agency agrees to give the Vendor twenty-four (24) hours advance notice of requested delivery.

4. Vendor will submit for delivery of coal showing Certified Customer name and address, date of delivery, number of tons delivered, type of coal, Vendor's posted price on date of delivery, the total cost of the

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delivery, and signed by Certified Customer and authorized Vendor representative, to the Agency by the 15th of the month for the preceding month's billing. Within thirty days of date on which the bill is received by the Agency, the Agency will mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. The Agency and the Vendor agree to abide by all established procedures as set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season, all of which documents are available at the Agency.

6. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.

7. The Vendor agrees to deliver coal to Certified Customers as authorized by the agency and to deliver coal within a reasonable period from the time of delivery authorization.

8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or Sub-contractors.

9. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verification compliance with this Agreement. Vendor monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel-assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

11. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY: _____
Signature

VENDOR: _____
Signature

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**AGREEMENT FOR DELIVERY OF CORN
TO CERTIFIED CLIENTS OF THE DHCD/DCS
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

Agreement for the delivery of corn pursuant to the Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this ____ day of _____, 20__, by and between _____ (Agency, hereafter) and _____ (Vendor, hereafter).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer, hereafter) is authorized by the Agency:

- charge the Certified Customer in accordance with the Vendor's normal billing practice, submitting a bill to the Agency at the price charged to non-eligible similarly situated customers;
- apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the program year;
- bill the customer no more than the total accounts receivable less payments -
- not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
- make current deliveries to Certified Customers regardless of debt arrearage status or will hold harmless the Agency for arranging corn deliveries by another vendor.
- not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, a record of annual corn consumption and cost for each Certified Customer, as specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice, and accordingly secure the Certified Customer's signature on the delivery ticket. If the customer is not available, the Vendor agrees that a Vendor representative will sign/initial the ticket. With each delivery vendor will leave a copy of the delivery ticket with the certified customer. No deliveries, except those agreed to by the Vendor and the Agency will be required on Saturdays, Sundays or holidays. Except in the case of emergency, the Agency agrees to give the Vendor twenty-four (24) hours advance notice of requested delivery.

4. Vendor will submit for delivery of corn showing Certified Customer name and address, date of delivery, number of pounds delivered, Vendor's posted price on date of delivery, the total cost of the delivery, and signed by Certified Customer and authorized Vendor representative, to the Agency by the 15th of the month for the preceding month's billing. Within thirty days of date on which the bill is received by the Agency, the Agency will mail

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payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. The Agency and the Vendor agree to abide by all established procedures as set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season, all of which documents are available at the Agency.

6. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.

7. The Vendor agrees to deliver corn to Certified Customers as authorized by the Agency and to delivery corn within a reasonable period from the time of delivery authorization.

8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or Sub-contractors.

9. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verification compliance with this Agreement. Vendor monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel-assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

11. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY: _____
Signature

VENDOR: _____
Signature

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____